

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 19, 2003

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance *SK*

AGENDA ITEM WORDING: Approval to renew the Lease Agreement with Deputy Craig D. Sparrow, formerly known as Craig R. Waskiewicz, to reside in the Stiglitz House, Watson Field, Big Pine Key, for an amount of rent and utilities totaling \$425.00 monthly

ITEM BACKGROUND: On February 28, 2003, the Lease Agreement with Dep. Craig Sparrow will expire. He is currently paying a total of \$425.00 per month (\$229.06 for rent and \$195.94 for water, sewer/septic, electricity and solid waste, for a total of \$425.00 per month).

PREVIOUS RELEVANT BOCC ACTION: At the February 21, 2001 meeting, the Board approved the appointment of Dep. Craig Waskiewicz to move into the Stiglitz House for an amount of \$229.06 for rent and \$195.94 for water, sewer/septic, electricity and solid waste, for a total of \$425.00 per month. On March 1, 2002, he was approved for an additional year at the same amount.

CONTRACT/AGREEMENT CHANGES: To renew Lease Agreement for one (1) additional year, commencing March 1, 2003 and terminating on February 28, 2004.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: N/A

BUDGETED: Yes No

COST TO COUNTY: N/A

SOURCE OF FUNDS: Revenue-producing

REVENUE PRODUCING: Yes X **AMOUNT PER MONTH** \$425.00 **Year** \$5100.00

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

[Signature] 1/22/03
Dent Pierce

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # D15

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Dep.Craig Waskiewicz Contract # _____
 Effective Date: March 1,2003
 Expiration Date: February 28,2004

Contract Purpose/Description:
Lease Agreement with Dep. Craig Waskiewicz, Monroe County Sheriff's Office to
renew lease at the Stiglitz House, Watson Field, Big Pine Key

Contract Manager: Miguel Carbonell 4385 Parks&Rec./Stop #4
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 2/19/03 Agenda Deadline: 2/5/03

CONTRACT COSTS

Total Dollar Value of Contract: \$ Revenue Current Year Portion: \$ Revenue
 Budgeted? Yes ☐ No ☐ Account Codes: 001362001SG- - - -
 Grant: \$ N/A - - -
 County Match: \$ N/A - - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ ____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>1/31/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/3/03</u>
Risk Management	<u>1/8/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	
O.M.B./Purchasing	<u>1/9/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/9/03</u>
County Attorney	<u>1/9/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/9/03</u>

Comments: _____

[Signature]

RESIDENTIAL LEASE FOR LAW ENFORCEMENT OFFICER

This lease agreement is made this 19th day of February, 2003, by and between Monroe County, a political subdivision of the State of Florida, hereafter County, and Deputy Craig Waskiewicz, an officer of the Monroe County Sheriff's Department, hereafter Tenant.

WITNESSETH:

WHEREAS, the County believes the presence of a law enforcement officer residing at the premises described in this agreement would deter vandalism and theft at the premises;

WHEREAS, the County has decided that at present time it is in the County's best interest to lease the premises to the Tenant to provide the deterrence described; and

WHEREAS, the Tenant desires to reside on the premises and provide such deterrent, now, therefore, that parties agree as follows:

1. The County leases the second floor of the Big Pine Operations Building, more commonly known as the Stiglitz House located on Lot 1C Pine Key Acres, and unrecorded subdivision located on Big Pine Key, Monroe County, Florida, hereafter premises, to the Tenant for the sole use as a residence by the Tenant and his/her immediate family or roommate. The term of this lease shall commence on March 1, 2003 and terminate on February 28, 2004.
2. The County agrees to provide Tenant with water, sewer/septic, electricity, and solid waste collection service. The Tenant shall reimburse the County for said service at a rate of \$195.94 per month payable in advance on the first business day of each month to the Monroe County Clerk of the Courts, Finance Department, 500 Whitehead Street, Key West, Florida 33040. The Tenant agrees to pay rent in the amount of \$229.06 per month payable in advance on the first business day of each month to the Monroe County Clerk of the Courts, Finance Department, 500 Whitehead Street, Key West, Florida 33040. The Tenant shall arrange for and provide residential telephone service at his own expense. If the Tenant desires cable television service, he shall arrange for and provide that service at his own expense.
3. The Tenant further agrees that, during the term of this lease, the Tenant is, and will remain:

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- a) certified as a regular, full time law enforcement officer by the Florida Criminal Justice Standards and Training Commission;
 - b) a deputy employed by the Monroe County Sheriff's office and empowered to make arrests under the laws of the State of Florida.
4. The Tenant may not sublease the premises nor assign any obligation, benefit or duty created under this agreement, without the written consent of the County.
5. The Tenant shall, at least once each night, conduct an inspection walk at Watson Field and the Operation Center area and check for any signs of theft or vandalism and question, and if necessary, remove any unauthorized or suspicious persons found on site. The Tenant shall also note any safety hazards observed during his/her inspection and inform a supervisory employee of the County's Public Works Department of any such hazards as soon as possible.
6. This agreement may be terminated before the expiration of the one year term, with or without cause and in the sole discretion of the County, upon
- a) 60 days written notice by the County to the Tenant;
 - b) 30 days written notice by the County to the Tenant when:
 - i) the Tenant has left employ of the Monroe County Sheriff's office;
 - ii) the Tenant is no longer certified as required by Section 3;
 - iii) the Tenant fails to timely pay the County the amount described in Section 2 or fails to obtain or keep telephone service as required by Section 2;
 - iv) the Tenant fails to conduct the walk around inspections required by Section 5 or fails to inform the County Public Works Department of any observed safety hazard(s) as required by Section 5;
 - v) the Tenant subleases the premises or assigns any interest under this lease without the consent required by Section 4;
 - c) 15 days notice by the County to the Tenant in an emergency situation.

The waiver by the County of any act, event, occurrence or omission which would entitle the County to terminate this agreement shall not affect the right of the County to demand strict performance of the terms of this agreement with respect to any subsequent act, event, occurrence or omission, constituting a breach, default or nonperformance by the Tenant.

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The Tenant may terminate this lease upon 30 days written notice to the County is he/she is transferred to a substation whose location would make it impracticable to continue to reside at the premises or if the Tenant leaves the employ of the Monroe County Sheriff's Office.

7. The Tenant covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with or by reason of the Tenant utilizing property governed by this lease/rental agreement; except for such claims as may occur due to the Tenant's performing duties pursuant to Section 5 of this lease agreement.
8. The parties agree that this written agreement sets forth the entire agreement between the parties and that there are no terms or understandings other than those stated herein. None of the terms, provisions, and conditions contained in this agreement may be added to, modified, superseded or otherwise altered, except by a written amendment executed by the parties.

IN WITNESS WHEREOF, the parties hereto have been executed this agreement as of the date first written above.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Witness

Deputy Craig Waskiewicz

Witness

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY *Suzanne A. Hutton*
SUZANNE A. HUTTON
DATE 1/09/03